

PROCUREMENT & MATERIALS
MANAGEMENT DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
Ph: (954) 828-5140

CITY OF FORT LAUDERDALE
INVITATION TO BID
e-mail: purchase@fortlauderdale.gov
ITB NO. 742-9052

ISSUE DATE: 5/18/04
PAGE 1 OF 29
**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.**
ON: 6/17/04

TITLE: **SOLID WASTE COLLECTION**

PROCUREMENT SPECIALIST: **Richard Ewell, CPPB**

DEPT: **Sanitation**

CONTACT FOR TECHNICAL QUESTIONS: **Greg Slagle**
Bidder Must Complete the Following:

PHONE: **954-828-5341**

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05) Yes_____ No_____ Other _____
City, State, Zip (+4) (See General Conditions Section 1.01)	
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____	State or reference any variances (section 1.06)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	Web site address: http://www/ _____
Payment Terms: (section 1.03) _____% , net _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____	
How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <u>Do not</u> submit by facsimile. Facsimile bids <u>will not</u> be accepted.	
Each bid envelope must be sealed with the following information stated on the <u>OUTSIDE</u> of the envelope: BID/RFP No. 742-9052 Title: Solid Waste Collection Opens: 6/17/04 2:00 PM	
Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date

City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any

variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives,

or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

INVITATION TO BID #742-9052

PART I - INFORMATION/SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as Contractor, to provide collection and disposal services for the City's residential solid waste collection program pertaining to the disposal of garbage and yard waste from single family dwellings, multi-family dwellings and commercial accounts, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). The intent is to assure the efficient, economical, healthful and aesthetic operation of collection and disposal of garbage and horticulture trash, and associated services for the residents of the City of Fort Lauderdale.

02. INFORMATION OR CLARIFICATION

For information concerning the technical specifications or scope of services, contact Greg Slagle at (954) 828-5341 or email gslagle@fortlauderdale.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5650. Questions of a material nature must be received no later than seven (7) days prior to the ITB due and open date. The entire Bid must be submitted in accordance with the Instructions To Bidders contained in this ITB.

03. PRE-BID CONFERENCE

There will be a pre-bid conference on June 2, 2004 at 10:00 am City Hall 4th Floor Conference Room, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301.

The Solid Waste Collection maps will be distributed and reviewed.

- A. Map: Citywide Garbage Collection Routes
- B. Map: Citywide YardWaste Collection Routes

Solid Waste Collection maps may also be obtained (one set per bid package) free of charge by contacting City Hall 4th Floor Service Counter at 954-828-5051. The City will ship Federal Express upon providing account number.

It will be the sole responsibility of the bidder to inspect the City's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

While attendance is not mandatory, it is strongly suggested that all bidders attend the pre-bid conference.

04. AWARD

This contract shall be awarded to a single responsive and responsible qualified bidder quoting the lowest dollar cost to perform this service per the terms and conditions outlined in this ITB. The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

No contract will be awarded to any Contractor who, as determined by the City, has an unsatisfactory performance record, inadequate experience or lacks the necessary capital, organization to conduct and complete the services in strict accordance with these specifications.

05. ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have the experience, equipment and financial strength to satisfactory perform under this contract.

- Bidder must have a minimum of three years of current experience providing similar residential service to a minimum of 20,000 households.
- Bidder must demonstrate that the Bidding Entity has an experienced senior management team. Bidder must demonstrate that each member of the senior management team has at a minimum five years of experience in the solid waste collection business.
- Bidder should provide to the satisfaction of the City an acceptable business plan detailing equipment, staffing, and resources to satisfactory perform under this contract.
- Bidder must demonstrate the ability to successfully collect garbage and vegetation in areas with similar climates and route conditions to South Florida.
- Bidder must demonstrate access to pertinent equipment and vehicles, support garage and related repair service, and a work location suitable to conduct business with the resources necessary to complete daily routes as scheduled. A site visit may be conducted by the City prior to award.
- Bidder should provide to the satisfaction of the City a customer service plan to receive telephone calls from the City, a computer tracking system for service requests, provide a full time route supervisor dedicated solely to the City of Fort Lauderdale to respond to service related issues, and possess a communication system to conduct dispatching services.
- Bidder must demonstrate sufficient financial resources to successfully perform under this contract. Upon request, the Bidder agrees to supply the City financial records for the last three years for review to determine financial strength and stability to provide service and sustain a contract of this magnitude for the term duration. If proposing firm is a privately held corporation, providing such records, for City review, at a time and place convenient to the City, will satisfy this requirement.

- Bidder must demonstrate sufficient and satisfactory references to support any and all claims. References will be verified and evaluated based on the number and size of existing or previous contracts, number of years in the business, proposed staffing and the quality of work currently being performed.

06. ALTERNATE PROPOSALS

The Technical Specifications contained in this ITB are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any proposal which would be considered by qualified City personnel as an approved equal.

The bidder must state clearly in his Bid pages any variance to the specifications. If proposing an approved equal, it will be the bidder's responsibility to provide adequate information in his Bid to enable the City to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the submitted proposal qualifies as approved equal. The City reserves the right to award to that Bid which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

07. CONTRACT PERIOD

The initial contract term shall commence November 1, 2004 and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional two (2) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

08. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (three years). Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

09. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

10. CONTRACT COORDINATOR

The City will designate a Contract Coordinator whose principal duties shall be :

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

11. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

12. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

13. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

14. ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

15. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

Based on the volume processed during the City's 2002/2003 fiscal year, it is estimated that approximately 23,677 tons of garbage and 7,410 tons of clean yard waste will be produced annually in the area described in Option I and 21,257 tons of garbage and 6,882 tons of clean yard waste will be produced annually in the area described in Option II.

16. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute

personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

17. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

18. INSURANCE

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation - Statutory
Employer's Liability \$100,000

Comprehensive General Liability Insurance

Limits: Combined single Limit Bodily Injury/Property Damage - \$1,000,000

Automobile Liability Insurance

Limits: Combined single limit \$1,000,000 each occurrence

The City shall be named as an additional insured on General and Auto Liability. Original Certificates of Insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

19. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida.

The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

20. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The City is seeking one Contractor to perform solid waste collection services for Option I or Option II as contained herein:

Option I

- A. Service Areas I, II, and III contain 18,085 customers as indicated on the 2004 service map beginning November 1, 2004
- B. Add On Annexation Areas: 674 customers Golden Heights & Palm Aire beginning September 15, 2005
- C. Add On Annexation Areas: 3,963 customers Riverland & Melrose Park beginning September 15, 2007

Option II

Service Areas IV, V, and VI contain 14,545 customers as indicated on the 2004 service map for cart collection of garbage and yard waste including optional purchase of twelve (12) automated sideloaders as listed in Exhibit A, beginning October 1, 2005.

02. PERMITS, TAXES, LICENCES, FRANCHISE FEES

The successful bidder shall at his own expense obtain all necessary permits, pay all license fees and taxes, shall be required to comply with all local ordinances, State and Federal laws, rules and regulations, and interlocal agreements that would apply to this contract.

The City's Franchise Fee does not apply to this contract and shall not be included in the proposal.

Licensing of private garbage collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale. The Contractor shall be responsible for the collection and disposal of solid waste in accordance with his license to perform such services in the City.

A City Occupational License is required if place of business or office is located within the city limits.

03. SERVICE AREAS

The City currently provides garbage cart collection two times per week and yard waste cart collection one time per week as scheduled below. City Contractors provide service to Palm Aire & Golden Heights and Melrose Park & Riverland areas recently annexed into the City of Fort Lauderdale. To accommodate the expiration of annexation service agreements, the Bidder shall provide pricing to assume additional service areas during the term of this contract on the specified date. Pricing provided for annexation service would be subject to increases or decreases as contained in this ITB. There are no planned route adjustments or changes to service areas at this time. Specific routing details are contained in the Official Sanitation Division Routing Map, which can be obtained by calling the Service Counter at 954-828-5051.

The Official Sanitation Division Routing Map contains specific geographic information. Boundary descriptions below are approximate and provided for informational purposes. City will determine service for dividing line roads, one side or both sides same day collection.

OPTION I

AREA I Garbage Collection Monday & Thursday

The area surrounding Executive Airport within the corporate limits excluding Palm Aire west of NW 31st Avenue north of NW 62nd Street.

The area within the corporate limits north of centerline on East Commercial Boulevard.

The area within the corporate limits on the north, the west side of North Federal Highway, south of NE 26th Street to NE 13th Street, west to Andrews Avenue, north on North Andrews Avenue including Andrews Avenue Extension to corporate limits and back to the point of beginning.

Yard Waste Collection Monday

The area surrounding Executive Airport within corporate limits excluding Palm Aire west of NW 31st Avenue north of NW 62nd Street, and the area within the corporate limits on the west and beginning at centerline on East Commercial Boulevard on the south, westside of North Federal Highway to NE 56th Street, west to NE 18th Avenue, north to 62nd Street, east to 20th Way, north to corporate limits and back to the point of beginning.

Yard Waste Collection Thursday

The area within the corporate limits on the east, from the centerline of East Commercial Boulevard on the south, east side of North Federal Highway to NE 56th Street, west to NE 18th Avenue, north to 62nd Street, east to NE 20th Way, north to the corporate limits and back to the

point of beginning. The area within the corporate limits on the north, the west side south of NE 26th Street on North Federal Highway to NE 13th Street, west to Andrews Avenue, north on North Andrews Avenue including Andrews Avenue Extension to corporate limits and back to the point of beginning.

AREA II

Garbage Collection Tuesday & Friday

The area within the corporate limits beginning at West Broward Boulevard south along I-95 to Davie Boulevard, east to SW 9th Avenue, south to SR 84, east to Andrews Avenue and south to corporate limits, continuing west, north and east to the point of beginning, excluding the Melrose Park and Riverland annexation areas.

Yard Waste Collection Tuesday

The area of West Broward Boulevard and SW 27th Avenue south to Davie Boulevard, east to I-95 south to corporate limit, west and north along corporate limit to Broward Boulevard, back to the point of beginning, excluding the annexation areas of Melrose Park and Riverland.

Yard Waste Collection Friday

The area of West Broward Boulevard and I-95 south to Davie Boulevard, west to SW 27th Avenue, north to Broward Boulevard back to the point of the beginning, and the area beginning at I-95 and Davie Boulevard east to SW 9 Avenue, south to SR 84 east to South Andrews Avenue and south to approximately 33rd Street, following the corporate limit west and north to the point of beginning.

AREA III

Garbage Collection Wednesday & Saturday

The area within the corporate limits beginning at the northern point Mills Pond Park on NW 9th Avenue continuing SE to Andrews Avenue Extension and south to NW 13th Street, west to NW 9th Avenue, north to NW 14th Court, west to Lauderdale Manors Drive and 15th Street, south to West Sunrise Boulevard, east to NE 14th Avenue, south to East Broward Boulevard, west to approximately NW 25th Avenue corporate limit, then following the corporate limit north and west back to the point of beginning, excluding annexation area of Golden Heights.

Yard Waste Collection Saturday

Area III boundaries.

Annexation Areas

Palm Aire

Garbage Collection	Tuesday & Friday
Yard Waste Collection	Friday

The area contained within the corporate boundaries on the north and west, and NW 31st Avenue on the east and NW 62nd Street on the south.

Golden Heights	Garbage Collection	Tuesday & Friday
	Yard Waste Collection	Friday

The area contained within NW 16th Street and NW 16th Court, and NW 24th Avenue and NW 28th Avenue.

Melrose Park North	Garbage Collection	Wednesday & Friday
	Yard Waste Collection	Saturday

The area north of SW 6th Street, Evanston Circle, Glendale to Broward Boulevard, SW 31st Avenue on the east and corporate limit on the west.

Melrose Park South	Garbage Collection	Tuesday & Friday
	Yard Waste Collection	Friday

The area south of SW 6th Street, Evanston Circle, Glendale, SW 31st Avenue on the east, Jackson Boulevard on the south and corporate limit on the west.

Riverland North	Garbage Collection	Tuesday & Friday
	Yard Waste Collection	Tuesday

The area north of Riverland Road to SW 14th Street, SW 28th Terrace on the east, and 34th Terrace and 35th Avenue on the west.

Riverland South	Garbage Collection	Monday & Thursday
	Yard Waste Collection	Thursday

The area south of Riverland Road and SW 21st Street to Magellan Place on the east, the New River on the south and State Road 7 on the west.

OPTION II

AREA IV	<u>Garbage Collection</u>	<u>Monday & Thursday</u>
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Beginning at the northeast corporate limit on Commercial Boulevard and Intracoastal Waterway and continuing south to Sunrise Boulevard, west including the neighborhood behind the Galleria Mall, then west to the west side of the Middle River, south to NE 8th Street, west to NE 16 Terrace north on NE 16th Terrace to Sunrise continuing west to the railroad, north to NE 13th Street, east to North Federal Highway, north to NE 26th Street, then following the west corporate limit north to East Commercial Boulevard, east to the point of beginning.

Yard Waste Collection Monday

Beginning at the northeast corporate limit on NE 20th Way, south to NE 62nd Street, west to NE 18th Avenue, south to NE 56th Street, east to North Federal Highway and south to East Commercial Boulevard then east to the corporate limit continuing south to East Oakland Park Boulevard, west to the Intracoastal Waterway, south to NE 26th Street, west to the corporate limit continuing north to the point of the beginning.

Yard Waste Collection Thursday

Beginning at the northeast corporate limit south to East Commercial Boulevard, west to North Federal Highway, north to NE 56th Street, west to NE 18th Avenue, north to NE 62nd Street east to NE 20th Way continuing north to the point of beginning.

AREA V

Garbage Collection Tuesday & Friday

Beginning at the northeast corporate limit on East Las Olas Boulevard and continuing south to the Port, following the corporate limit west then south to the southern most point, north on South Andrews Avenue to SR 84, west to SW 9th Avenue, north to Davie Boulevard, east to the railroad then north to Broward Boulevard, east to North Federal Highway, south to East Las Olas Boulevard continuing east to the point of beginning.

Yard Waste Collection Tuesday

Beginning at the northeast corporate limit on East Las Olas Boulevard and continuing south to Port Everglades and west to South Federal Highway, north to Davie Boulevard then east to the Intracoastal Waterway, excluding SE 12th Street east of Cordova Road; also containing (southside of Las Olas) the area beginning at the northeast corporate limit on East Las Olas Boulevard west to SE 6th Avenue, north to Broward Boulevard and west to the railroad, south to the New River, then following a waterway line back to the point of beginning.

Yard Waste Collection Friday

Beginning at the southern most point approximately South Andrews Avenue and 33rd Street, north on South Andrews Avenue to SR 84, west to SW 9th Avenue, north to Davie Boulevard, east to the railroad and north to the river, following a waterway line east and south including SE 12th Street then west on SE 12th Street to South Federal Highway and south to the point of beginning.

AREA VI

Garbage Collection Wednesday & Saturday

Beginning at the eastside of the Intracoastal Waterway on East Sunrise Boulevard, east to the corporate limit, continuing south to East Las Olas Boulevard, west to SE 6th Avenue north to East Broward Boulevard,

west to the railroad and south to Davie Boulevard, west on Davie Boulevard to I-95 and north to West Broward Boulevard, continuing east to NE 14th Avenue then north to East Sunrise Boulevard, south on NE 16th Terrace to NE 8th Street, east to Middle River, including the area beginning at East Sunrise Boulevard and the railroad, west on Sunrise to I-95, north to NW 15th Street/14th Street, west on 14th Street to NW 9th Avenue, south to NW 13th Street, east to the railroad and south to the point of beginning,

Yard Waste Collection Wednesday

Beginning at the northeast corporate limit at East Sunrise Boulevard south to East Las Olas Boulevard, (northside of Las Olas) west on Las Olas to South Federal Highway, north to East Broward Boulevard and east to the waterway at Victoria Park Road, then following a waterway line back to the point of Beginning; and the area beginning at the northeast corner of East Broward Boulevard and the railroad south to Davie Boulevard, west to I-95 and north to East Broward Boulevard continuing east back to the point of beginning.

Yard Waste Collection Saturday

Beginning at the northeast corner of NE 8th Street and 20th Avenue following a waterline south to East Broward Boulevard, west to NE 14th Avenue, north to East Sunrise Boulevard, east to NE 16th Terrace and south to NE 8th Street continuing east to the point of beginning; also containing the area beginning at the northeast corner of NE 13th Street and the railroad south to East Sunrise Boulevard, west to I-95, north to approximately NW 15th Street and Lauderdale Manors Drive, then east along NW 14th Court to NW 9th Avenue, south to NW 13th Street, then continuing east on NW 13th Street to the point of beginning.

04. CARTS

The City has issued the customer a black 65-gallon semi-automated wheeled garbage cart for garbage and a green 95-gallon semi-automated wheeled yard waste cart for clean yard waste. A limited number of customers may have more than one yard waste cart. Small commercial accounts are issued gray 95-gallon semi-automated wheeled garbage carts for garbage. Some commercial accounts also have a green yard waste cart. Yard Waste Carts are considered optional for customer use, however strongly encouraged for recycling purposes.

The City will repair and replace carts under normal wear and tear. However the Contractor shall be responsible for 50% of the replacement or repair costs for loss or damage of any approved container, lower restraining bar, lids and broken wheels caused by the negligence of his agents or employees and faulty collection equipment.

Unserviceable or missing containers must be reported to the City prior to the following collection day. All containers should be inspected by the Contractor and any necessary repairs or replacements reported to the City prior to the start of this contract. Current value of 65-

gallon cart is \$ 31.87, 95-gallon vented yard waste cart is \$ 37.24 and gray 95-gallon commercial cart is \$ 36.59, however this pricing is subject to change.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking the driveway. Carts shall remain up right with lid closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. City owned carts shall be handled with due care at all times.

Estimated Number of Garbage Carts in Service:

Provider	1 Cart	2 Carts	3 Carts	4 Carts	Commercial	TOTAL
Contractor	17,087	517	24		457	18,650
City	13,110	662	34	2	737	15,281
Riverland	3,020	38	3			3,105
Melrose Park						
Golden Heights	673	1				675
Palm Aire						
						<hr/> 37,711

Total number of Yard Waste carts is estimated to equal total number of garbage carts.

Rollback Program: Customers who leave carts curbside overnight will be issued a warning by Code Enforcement. On a second occurrence after warning notice, the Route Supervisor is contacted to roll the cart back. There are approximately 1-3 rollbacks per week citywide.

05. PICK-UP LOCATIONS

Solid Waste Collection service is provided to residential customers of single family and multi-family living units and small commercial accounts. Service areas in Fort Lauderdale have differing requirements and challenges. Bidder must demonstrate the ability to properly quantify the resource requirements to service the awarded Service Areas.

Customers place their carts curbside for collection. However in a few locations service is provided in the paved alley. In certain locations such as culdesacs and one-way streets, the driver may have to pull carts to truck in order to provide service.

It will be the sole responsibility of the bidder to tour the specified routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage and yard waste cart collection to each customer. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

All residential customers serviced by the City shall be entitled to collection service. In the event the road is not accessible due to construction, special event, public safety incident, etc. the Contractor shall make every effort to service the customer.

06. PICK UP POLICY

- Cart collection service shall be fully automated or semi-automated.
- Garbage Cart Collection shall be twice a week on specific days for each neighborhood as determined by the City.
- Customer may place an extra plastic garbage bag on top of the container for pick up.
- Following the Christmas Holiday Contractor shall pick up an extra bag or two on the side of cart to assist the customer with extra disposal needs.
- Route Supervisor shall report to Customer Service any location that continuously places trash bags out for collection or continuously has an overflowing cart. A City Inspector will check the address for adequate service.
- Yard Waste Cart Collection shall be one time per week on specific days for each neighborhood as determined by the City.
- Clean Yard Waste: All yard waste must be “clean” (free of other waste) and placed inside the cart with lid closed. Tree trimmings, hedge & yard cuttings, leaves, cut up palm fronds and wood products without nails is accepted. Driver shall inspect the container for contamination before dumping. If the customer has moderately commingled mixed debris (on top) and vegetative waste, the Contractor shall separate the mixed debris from the vegetative waste and collect the yard waste material. Cart shall be tagged informing the customer of problem. If the customer has a considerable amount of mixed debris commingled (throughout the cart) with yard waste or if the customer is using the yard waste cart for garbage, then the cart will not be emptied. Route Supervisor shall contact the customer or tag the cart advising why the cart was not serviced and report address to Customer Service.
- Carts shall be placed at the curb or swale by 7:00 a.m. on pick up day, but no earlier than 24 hours in advance of a scheduled pick up.
- Misses & Late Set Outs: There shall be no claim by the Contractor of misses or late set outs on the collection route.
- The Route Supervisor shall be responsible to ride thru the neighborhood to ensure that all collections have been completed and all customer complaints have been addressed each day. Crews will return to an address, if necessary, to provide service for the customer.

Generally, the customer shall receive two warnings within a twelve-month period if there is a pick up problem. First incident the Route Supervisor will meet with the customer to explain program guidelines, provide a collection program brochure, return to service the cart and record the results with Customer Service. Second incident the Route Supervisor will meet with the customer, determine what the problem is and seek compliance, return to service the cart and report the results to Customer Service. Only after two documented warnings may the Contractor refuse service for non-compliance. Contractor shall notify Customer Service of problem addresses and request City intervention.

Customers may request a Special Pick Up to empty carts on a non-scheduled route day for an additional fee by contacting Customer Service. Although this service shall be offered as an optional resource, it is anticipated to have limited use.

07. DISABILITY SERVICE

There are presently 68 customers citywide who are unable to place their cart curbside. The Contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no charge for those residents medically unable to bring their garbage cart or yard waste cart to the curb. The City will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the City.

08. SPECIAL PICK UP/COMMUNITY SERVICE

At the City's request the Contractor shall provide special pick ups during a non scheduled route day. From time to time a customer may request extra service, or the City may request extra service for a special event or for code compliance purposes. The Contractor agrees to provide this extra service and shall be compensated accordingly based on the following: (same fee for garbage or yard waste cart)

- Base price for one or more locations 1-3 carts
Example for 1-3 carts base price \$50 and for 1-3 carts at three different locations
 $\$50 + \$50 + \$50 = \150 .
- Base price for one or more locations more than 3 carts the base price added in units of 3.
Example 1-3 carts base price = \$50, 4-6 carts = \$100 , 7-9 carts = \$150 per location.
- Base prices for one or more locations from one to multiple carts shall be added together.
Example one stop one cart = \$50, second stop 5 carts = \$100, third stop 8 carts \$150.
 $\$50 + \$100 + \$150 = \300 .

Route Supervisor may also order a special pick-up for the customer by contacting Customer Service. A City Sanitation Supervisor will respond and prepare a receipt, collect customer's check made payable to City of Fort Lauderdale and submit payment to Customer Service within 24 hours. Service is performed once payment is received.

Contractor shall list special pick-up addresses on the monthly invoice for payment.

*NOTE: In the event the Contractor fails to service a cart as required in this contract and after notice to the Contractor fails to respond, and the City is caused to provide the contracted service by use of City equipment or other resources, the above rate shall be used and costs deducted from the Contractors monthly invoice.

09. DISASTER SERVICES

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" or until the Contract

Administer and Contractor agree that service shall be suspended due to unsafe conditions. At the present time, the City Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for general windstorms, poor weather conditions or unusual events outside the "State of Emergency" declaration.

10. DISPOSAL

The City shall pay all disposal costs for garbage and clean yard waste.

The Contractor shall pay 50% of total disposal cost for contaminated yard waste loads that are rejected by the recycling facility. Currently 5-10% contamination level has been acceptable. Intent is to provide Contractor incentive to participate and ensure a successful yard waste recycling program.

Weight tickets are required for the City to pay disposal fees. The Route Supervisor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scalehouse weight tickets. Current price is \$3.00 per ticket. After notifying the Contractor to replace missing tickets, the City shall order duplicates and cost shall be deducted from the monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

The City shall reimburse the Contractor, if requested, for reasonable associated costs involving the handling of "**Hot Loads**". In the event the collection vehicle is turned away from the Waste To Energy Plant with an unacceptable radiation level, Contractor must notify the City for assistance at time of occurrence. Pre-approved handling charges shall be added to the monthly invoice.

The City currently participates in an Interlocal Agreement requiring that all processable waste be disposed at one of two Wheelabrator Waste To Energy Plants located in Broward County, Florida.

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term “unacceptable waste” shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable Waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill.

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of contract without additional charge.

Garbage: all garbage collected shall be disposed of at Wheelabrator Waste To Energy Plant in Broward County Florida.

North Plant: 2600 NW 48th Street Pompano Beach, Florida 33073

South Plant: 4400 South State Road 7 Ft. Lauderdale, Florida 33314

Yard Waste: the City has been ordered to meet the mandated recycling objectives that require the recycling of thirty percent (30%) of all collected waste. To this end a continuing recycling program is in effect to promote the recycling of yard waste, paper, aluminum, plastic and glass products utilized by the residents of Fort Lauderdale.

Current yard waste recycling site is located at:

Envirocycle, Inc.
849 SW 21st Terrace Fort Lauderdale, FL 33312
954-792-8177

During the course of contract the City may also use other sites within Broward County. In the past, the City has utilized sites such as:

Central Sanitary Landfill & Recycling Center
3000 NW 48th Street Pompano Beach, Florida 33073
and
Sun Recycling 3251 SW 26th Terrace Dania Beach, Florida 33312.

If the Contractor is directed to utilize the recycling facility Envirocycle located at 849 SW 21st Terrace Fort Lauderdale, FL 33312 all vehicle ingress and egress shall be from Davie Boulevard only. Vehicle traffic entering or exiting via Broward Boulevard is prohibited.

11. TARE WEIGHTS

The City Auditor has requested that vehicle TARE weights, which are used by material receiving facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal facility, the Contractor may be required to assist the City by weighting each collection vehicle in & out three times and record the information on the City's TARE WEIGHT REPORT. The average TARE Weight will be used by the disposal facility and the City to validate disposal charges.

12. MANAGEMENT

The City's Sanitation Division takes great pride and is strongly committed to offering a high level of customer service to our residents. All Sanitation Contractors are expected and required to offer our customers, at minimum, a matching level of quality service.

Contractor will be responsible for the day to day operation of the assigned route. Contractor shall plan, organize and direct resources to successfully collect and recycle solid waste, including active participation to promote a successful yard waste separation program, and ensure a high level of customer satisfaction.

Resources: Contractor shall furnish and supply sufficient resources to complete the schedule route on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily route excluding occasional emergencies.

Customer Service: Contractor shall maintain a customer service center to receive telephone calls from the City to effectively handle service related issues. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request.

Route Supervisor: Contractor shall assign a permanent full time Route Supervisor dedicated just to the City of Fort Lauderdale. Contractor shall schedule route supervision Monday-Saturday to respond to collection related issues immediately via two-way communications from Customer Service. Route Supervisor shall be in company uniform and carry company identification credentials. Employee shall also have a cellular telephone to immediately return phone calls directly to customers and the City. Contractor shall provide the City with the Route Supervisor's cellular phone number so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

Route Supervisor will also be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are properly being used by the customer.

Route Supervisor shall report lost or damage carts to Customer Service that are in need of repair or replacement and assist customers by passing out and explaining program information.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.

Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, highly motivated, dedicated, dependable, resourceful, and ability to establish positive relationships with City Sanitation staff, Customer Service and the general public.

Route Supervisor will also be required to attend Sanitation meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service. May be required to attend public meetings, with City Staff members, to explain or promote program services.

Performs related duties as requested.

Employees: Collection employees shall be identifiable by wearing a uniform or shirt bearing the company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all City owned carts with due care.

Vehicles: The Contractor's name, office telephone number and truck number shall be properly displayed on all collection vehicles.

Collection vehicles shall be well maintained and clean in appearance.

Spillage: The Contractor shall not litter or cause any spillage to occur upon the premise, roadway, or right-of-way wherein the collection shall occur. Extra service effort shall be required to ensure garbage or litter is picked up around the cart if needed or reported to Route Supervisor for appropriate action. During hauling, all material shall be contained, enclosed, and covered so that leaking, spilling, and blowing is prevented. In the event of any spillage or leaking, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately, to the satisfaction of the City, at no additional cost to the City. If the Contractor fails to take prompt and effective remedial action and after notice to the Contractor, the City is required to respond to clean up or repair, costs for such City action shall be deducted from the monthly invoice.

13. DAYS OF SERVICE: Monday through Saturday

14. HOURS OF SERVICE: 7:00 A.M. to 6:00 P.M.

Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 6:00 P.M.

15. HOLIDAYS

Collection service shall be provided on all holidays excluding Christmas Day. If Christmas Day falls on a regularly schedule route day then that route shall be skipped and there will be no make up day. However since the second pick up day will be heavy, the contractor is required to collect extra bags and boxes placed around the cart. Contractor is also required to offer extra pick-up service of bags and boxes on all routes the week immediately following the Christmas Holiday to collect the overflow of Christmas boxes and Holiday party remains.

16. PUBLIC INFORMATION

The City shall prepare, print and provide the Contractor with all program information such as cart hangers, program brochures and recycling guidelines.

17. OPTION II

The City is seeking an optional bid for existing City collection routes IV, V and VI under the same terms and condition presented in this Invitation To Bid.

18. VEHICLES

Additionally, the City desires that the successful bidder propose to purchase twelve (12) City owned sideloaders listed in attachment A. The City reserves the right to accept or reject vehicle purchase option based on the terms and condition of proposal. To inspect vehicles, contact Willie Washington at 954-468-1556.

It shall be the sole responsibility of the Contractor to inspect the vehicles or to assure himself of their condition. No variation in pricing shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence, by the City, that the Contractor has familiarized himself with the condition of the vehicles bid upon.

The City understands that the condition of the vehicles may change prior to pick up of the vehicles by Contractor. No warranty or guarantee of the condition of the vehicles is offered or implied. The Contractor agrees to take the vehicles, at the price bid, in the condition the vehicle is at the time it leaves the City. The only commitment the City makes is to continue the same (whichever is applicable) maintenance service, operational standards, or storage conditions from the time the ITB is issued until pick up by Contractor.

BIDDER NAME _____

Bidder agrees to supply the services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be listed on these pages.

Bidder should complete all blanks contained in these bid proposal pages and include all required attachments as requested; otherwise, your bid may not be tabulated and possibly not considered for award. Locations and frequency of pickups listings listed are estimates only and are for bid comparisons only. Actual service levels could be different due to the changing nature/volume of solid waste generated.

OPTION I

Twice Weekly Garbage Cart Collection
Once Weekly Yard Waste Cart Collection

	Estimated Number Of Units (Carts)	Total Cost Per month
Area I, II and III	18,650 Garbage	\$_____
	18,650 Yard Waste	\$_____

Annexation Areas (9-15-05)

Golden Heights	675 Garbage	\$_____
Palm Aire	675 Yard Waste	\$_____

Annexation Areas (9-15-07)

Riverland	3,105 Garbage	\$_____
Melrose Park	3,105 Yard Waste	\$_____

Special Pick-UP

Single and Multiple Locations in Units of 3		
Base Price	Per Unit	\$_____

TOTAL MONTHLY COST: OPTION I \$_____

BIDDER NAME _____

OPTION II	Estimated Number Of Units (Carts)	Total Cost Per Month
Area IV, V and VI	15,281 Garbage	\$_____
	15,281 Yard Waste	\$_____

TOTAL MONTHLY COST: OPTION II \$_____

Do you have the required liability insurance and will you furnish a Certificate of Insurance with the City named as additional insured prior to the commencement of any contract work?
 _____Yes_____No

Do you have Workman's Compensation Insurance? _____Yes_____No

Do you have proper licenses/permits required to do work? _____Yes_____No

Did you attach Business Plan with complete information (Item 05.) _____Yes_____No

Contract is scheduled to begin November 1, 2004, can you begin on this date? If not, indicate the date you can begin service.
 _____Yes_____No

Have you included an original and 1 copy of your bid response? _____Yes

Authorized Signature _____

BIDDER NAME _____

EXHIBIT A
Sanitation Vehicle Inventory

No.	Vehicle #	Year	Description	Hours	Price Offered
1.	5073	2002	Lodal Sideloader low entry	581	\$_____
2.	5072	2002	Lodal Sideloader low entry	1878	\$_____
3.	5071	2002	Lodal Sideloader low entry	1803	\$_____
4.	4883	2002	Lodal Sideloader low entry	3982	\$_____
5.	4882	2002	Lodal Sideloader low entry	4067	\$_____
6.	4788	2000	Lodal Sideloader low entry	SHOP	\$_____
7.	4620	1999	Volvo/Leach Sideloader	9168	\$_____
8.	4568	1999	Volvo/Leach Sideloader	1878	\$_____
9.	4438	1999	Volvo/Leach Sideloader	9582	\$_____
10.	4437	1999	Volvo/Leach Sideloader	9423	\$_____
11.	4385	1999	Volvo/Leach Sideloader	3488	\$_____
12.	4172	1998	Volvo.Leach Sideloader	9078	\$_____
13.	TOTAL VEHICLE PRICE PROPOSAL				\$_____

PAYMENT OPTION (Please check one) If vehicle bid proposal & terms are accpeted.

_____Cash payable to City upon contract award

_____Total amount deducted from first year purchase order (12 months)